

REMARKS

Claims 1 - 15 are pending in the present application. No amendments were made by the present response. Reconsideration of the claims is respectfully requested in view of the following discussion.

As to the Merits:

As to the merits of this case, the Examiner sets forth the following rejections:

claims 1-6 are rejected under 35 USC 102(e) as being anticipated by Tanner, Jr., et al. (US Patent No. 6,636,784, of record);

claims 5-6 are rejected under 35 USC 103(a) as being unpatentable over Tanner in view of Mistr, Jr., (US Patent No. 5,794,212, of record);

claims 7-10 and 12-14 are rejected under 35 USC 103(a) as being unpatentable over Tanner in view of Weiss (US Patent No. 6,681,156, of record); and

claims 11 and 15 are rejected under 35 USC 103(a) as being unpatentable over Tanner in view of Weiss and further in view of Mistr, Jr.

Each of these rejections is respectfully traversed.

It is respectfully submitted that the Examiner relies on col. 4, lines 58-67 (see, page 6 of the current Action) of Tanner in response to Applicants' previous two arguments that Tanner fails to disclose the claimed features regarding:

a) electric power which is purchased by a management company based on a purchase contract with the electric power company in consideration of the total amount of necessary electric power is received collectively from an electric power company at a high voltage, and the received electric power is distributed to each house hold at a low voltage, and

b) grasping a maximum current capacity necessary for each of the users, determining a contracted current for each of the users depending on the maximum current capacity, and distributing power to each of the users.

However, it is submitted that the Examiner fails to properly consider that the electric power is purchased by a management company based on a purchase contract ... from a power company at a high voltage, and distributed to the each house hold at a low voltage.

This is evident from the Examiner's rebuttal arguments set forth on page 6 of the Action. More specifically, the Examiner mischaracterizes the Applicants' arguments as "Tanner fails to disclose that electric power is purchased by a management company based on purchase control with the electric power company in consideration of necessary power and distributing power to the users."¹

That is, in view of the above, it is clear that the Examiner has failed to consider the claimed feature of the present invention concerning that the electric power is purchased by a management company based on a purchase contract ... from a power company at a high voltage, and distributed to the each house hold at a low voltage.

Moreover, it is respectfully submitted that the bridging paragraph between columns 4 and 5 of Tanner fails to disclose or fairly suggest any type of arrangement concerning purchasing electric power from a power company at a high voltage, and distributed to the each house hold at a low voltage.

In order words, Tanner is simply not concerned with a management company purchase of electric power based on a purchase contract ... from a power company at a high voltage, and distributed to the each house hold at a low voltage.

Further, while Tanner may disclose that “the first value is a maximum electricity flow determined by the electricity customer 22 (FIG. 1), which may be based on the contractual and/or physical limitations of the electricity customer’s substation. The first value may also be the electrical customer’s contractual peak demand or other peak demand limit set by the electricity transfer station 20,”² Tanner fails to disclose or fairly suggest grasping a maximum current

¹ Please see, lines 7 – 10, page 6 of the Action.

² Please see, lines 58-64, column 4 of Tanner.

capacity necessary for each of the users, determining a contracted current for each of the users depending on the maximum current capacity, and distributing power to each of the users.

That is, a maximum electricity flow determined by the electricity customer 22, electrical customer's contractual peak demand or other peak demand limit set by the electricity transfer station 20 fail to constitute grasping a maximum current capacity necessary for each of the users, determining a contracted current for each of the users depending on the maximum current capacity, and distributing power to each of the users.

Moreover, it is submitted that the applied references of Weiss and Mistr, Jr. fail to teach the above-noted drawbacks and deficiencies of Tanner.

In view of the aforementioned remarks, Applicants submit that the claims are in condition for allowance. Applicants request such action at an early date.

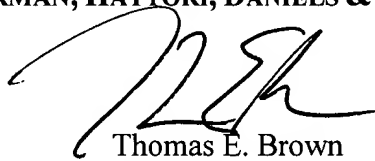
If the Examiner believes that this application is not now in condition for allowance, the Examiner is requested to contact Applicants' undersigned attorney to arrange for an interview to expedite the disposition of this case.

Response After Final
Serial No. 09/987,902
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If this paper is not timely filed, Applicants respectfully petition for an appropriate extension of time. The fees for such an extension or any other fees that may be due with respect to this paper may be charged to Deposit Account No. 50-2866.

Respectfully submitted,

WESTERMAN, HATTORI, DANIELS & ADRIAN, LLP

A handwritten signature in black ink, appearing to read 'TEB', is written over the printed name of Thomas E. Brown.

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